over, and $500 was paid by the first accused to the fifth accused. Police were watching the hotel, and accused 1, 2, 3 and 4 were arrested; No. 5 was arrested later in the evening.

The evidence of P.Ws. 1, 2 and 3 was not seriously challenged by the defence, who rested on a submission that no case had been made out for them to answer. I may say at once that I accept the evidence of P.W. 3 without hesitation. She is a person of unimpeachable character and is no more than a police informer whose evidence does not require corroboration. It is impossible for me to regard the story of the prosecution as other than proved beyond all reasonable doubt.

Mr. Hall, for the defence, has submitted that, even accepting all the evidence, no offence has been proved. All the accused were kindly people, anxious for the welfare of P.W. 2, who though keen to employ her as a prostitute in Singapore, did not wish her to accept without first letting her know the advantages and disadvantages of the life of a prostitute. They were anxious that P.W. 2's mother should be provided for. It was, in Mr. Hall's submission, nothing more than a contract of service.

His second submission was that there could be no sale without a third party; there was no offence unless P.W. 2 was sold by another party; she could not sell herself. He cited a number of Indian cases and *Gour on Penal Law in India* which deal with the section corresponding to section 373A in our Code. As always, there is a divergence of view between the respective High Courts in India.

In my view, a woman can sell herself into prostitution, and in this case an attempted buying was proved beyond all reasonable doubt. The first accused bought and the other accused aided and abetted. I accordingly convicted all accused.

As regards sentence, the first and the fifth accused played the major role in this trafficking in women, and the 2nd, 3rd and 4th accused minor roles. Sentences of 4 years, 3 years and 6 months, if anything, erred on the side of leniency.

There is one further point. I entirely disagree with Mr. Hall's submission that Mr. Clough, A.S.P., behaved improperly. The comments of the Lord Chief Justice in *Brannan v. Peek*[1], are not appropriate for application in this case. Had Mr. Clough not acted as he did, a gang of traffickers in women would never have been prosecuted. No exception can be taken to what he did and, indeed, he is deserving of commendation for his skilful handling of this case.

Accused convicted.

Solicitors for the accused: *Shearn, Delamore & Co.*

HARWOOD & ANOR. v. PERREAU (w)

[O. C. J. (Murray-Aynsley C.J.) March 17, 1955]
[Singapore — Suits Nos. 1362 & 1363 of 1954]

Landlord and Tenant — Control of Rent Ordinance — Meaning of premises — Claim to apportion rent of part of house let to plaintiff.

These were two actions brought by the former tenants against a landlord. The defendant was the owner of a house of which the standard rent in 1939 was $100. After the war the premises were let separately as two dwellings — one part for $300 p.m. to the plaintiff in Suit No. 1362 of 1954; and the other for $350 to the plaintiff in Suit No. 1363 of 1954.

It was contended on behalf of the plaintiffs that the Court should apportion the standard rent between the two parts of the house and that the difference between what they had paid and the apportioned part of the standard rent should be refunded to them.

Held: after the subdivision each part of the house became premises for which the standard rent was the rent at which they were first let.

Cases referred to:—

(1) *Vaughan v. Shaw* (1945) 1 K.B. 400.

(2) *Tan Ah Seah v. Teo Kai Mui* (1954) M.L.J. 50.

N. A. Christopher for the plaintiffs.

R. S. Boswell for the defendant.

Murray-Aynsley C.J.: — These are two actions by former tenants against a landlord. The defendant is the owner of a house of which the standard rent in 1939 was $100 p.m.

After the war the premises were let separately as two dwellings. One part was let to the plaintiff in Suit No. 1362 of 1954 from 1st June 1953 at $300 p.m.; the other to the plaintiff in Suit No. 1363 of 1954 at $350 p.m.

The contention of the plaintiffs is that the Courts should apportion the standard rent between the two parts of the house and they seek in each case to recover the difference between such part of the standard rent (plus adjustments) and what they have actually paid. I think this is misconceived. Having regard to the definitions of "premises" and "tenancy" in both Ordinances it appears to me that after the subdivision each part became "premises" for which the standard rent was the rent at which they were first let. (See *Vaughan v. Shaw*[1], the converse of the present case. See also *Tan Ah Seah v. Teo Kai Mui*[2]). We do not know what that was but there is no evidence that it was less than the rate paid by the plaintiffs.

In the circumstances there must be judgment for the defendant in each case on the claim, and in Suit No. 1362 of 1954 on the counterclaim, with costs in each case.

Judgment for the defendant.

Solicitors: *Christopher & Francis; R. C. H. Lim & Co.*